

Site: Quincy-Duquesne
 ID #: KOD 1980686 28
 Break: 11.11
 Date: 11/10/95

40116227



SUPERFUND RECORDS

3156

BJON 1473 0388

Route XX
 County Jasper
 Job No. 1700 605
 Parcel No. 1
 Federal No. N/A

SUBORDINATION OF MORTGAGE LIEU TO HIGHWAY USES

THIS SUBORDINATION MORTGAGE LIEU TO HIGHWAY USES executed this 10th day of January, 1995, by Acme Land Company (herein referred to as "Mortgagee"), WITNESSETH THAT:

WHEREAS, THE STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, (herein referred to as "State"), has determined that it is necessary for the proper construction, improvement and maintenance of State Highway Route XX, to acquire the land, property or rights appurtenant to property in Jasper County, Missouri, described as follows:

All that part of grantors' land in the South Half of the Southwest Quarter of Section 17, Township 27 North, Range 32 West, Jasper County, Missouri, lying within widths as designated on the left or the Northerly side of the following described center line of highway, now known as Route XX containing 0.46 acre more or less of new right of way.

Commencing at the Southwest Corner of Section 17, Township 27 North, Range 32 West, Jasper County, Missouri, which is center line Station 53+16.5, the point of beginning of center line description; thence South 89° 20' 12.3" East a distance of 1433.50 feet to equation Station 67+50 back equals Station 67+46.5 ahead; thence continuing South 89° 20' 12.3" East a distance of 1016.80 feet to point of curve Station 77+65.3; thence on a 4° 00' 00" curve to the left with a radius of 1432.59 feet (chord) a distance of 234.70 feet to Station 80+00.

Widths of right of way are herein described as follows: A tract of land 55 feet wide from Station 65+00 to Station 75+00, then increasing in width from 55 feet wide at Station 75+00 to 75 feet wide at Station 77+65.3, then 75 feet wide from Station 77+65.3 to Station 80+00.

Also, a temporary easement for the construction of a paved ditch containing 0.11 acre described as follows: Commencing at a point in the Northerly right of way at a distance of 86.88 feet left of Station 54+25; thence North 7° 48' East a distance of 25 feet to a point; thence South 82° 13' East a distance of 60 feet to a point; thence South 7° 48' West a distance of 15 feet to a point; thence South 82° 13' East of 115.11 feet to a point; thence South 87° 30' East a distance of 300.17 feet to a point; thence South 0° 40' West a distance of 10 feet to a point in the Northerly right of way line 55 feet left of Station

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59+15; thence in a Northwesterly direction along the right of way to the point of beginning.

Upon completion of the paved ditch, the easement rights in said last described temporary easement tract shall cease and be no longer in effect.

WHEREAS, Mortgagee states and represents to State that Mortgagee is now the owner and holder of a promissory note or other written evidence of indebtedness for the principal amount of \$2,100,000.00 dated October 1, 1921, made and executed by Contract Freighters, Inc., and secured by a deed of trust or mortgage recorded in Book 1327, Page 2042, of the records of the above county wherein the land lies:

NOW, THEREFORE, in consideration of \$1.00 to Mortgagee paid, the receipt of which is hereby acknowledged, and of the construction, improvement and maintenance of the State highway, Mortgagee, for it, its heirs, successors, and assigns,

1. agrees to and does hereby subordinate and waive the priority of the lien of said deed of trust or mortgage in the land, property and rights above described in favor of the rights, title and interest therein as acquired by State from the mortgagors or owners by conveyance or condemnation, and agrees that such rights, title and interests have priority as if acquired and recorded prior to said deed of trust; but said deed of trust or mortgage, and the lien thereof, shall in all other respects and as to all the remainder of the property described in said deed of trust or mortgage, be and remain in full force and effect; and

2. agrees to and will endorse written notice hereof on, or attach permanently to, said promissory note or evidence of indebtedness prior to selling, assigning, transferring or delivering said note or evidence of indebtedness to anyone whomsoever.

ACME LAND CO.
Mortgagee

ATTEST:

Ernest J. Sharp - Vice President
Jay Whipple
Secretary

By Ray Sharp (Pres)

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ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, who being duly sworn by me, acknowledged that _____ executed the same as _____ free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and year first above written.

My term expires _____ Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT BY CORPORATION

On this 10th day of JANUARY, 1995, before me appeared Ram Sharp + Anne Sharp to me personally known, who being by me duly sworn did say that he is the President of Acme Land Co. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said Ram Sharp acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and year first above written.

My term expires NOV 18, 1997 Robert + Parrish
Notary Public



Section 7-4

ROBERT + PARRISH
NOTARY PUBLIC STATE OF MISSOURI
JASPER COUNTY
MY COM. EXPIRES NOV. 18, 1997

7-4.4b
(2/93)